

EXHIBIT A



Exhibit A:

Proposal in Response to

**Request for Proposals (RFP)
Mental Health Assessments and
Treatment to Separated Families**

To Work in Partnership with
the Department of Health & Human Services

Submitted December 30, 2019;
U.S. Department of Health and Human Services
Program Support Center
7700 Wisconsin Avenue, Room 8201, Bethesda, MD 20857
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Providing Mental Health Assessments and Treatment to Separated Families

INTRODUCTION

This proposal is submitted in response to the Request for Proposals from the Department of Health and Human Services (HHS). The scope of work outlined below will assist HHS in complying with the preliminary injunction issued by the District Court of Central California in *Ms. J.P., et al. v. Barr, et al.*, No. 18-cv-06081-JAK (*Ms. J.P.*). The injunction provides that the Government must locate, provide notice, and coordinate mental health assessments and treatment to a certified class of separated migrant parents that may have suffered trauma as a result of the U.S. Department of Justice's Zero Tolerance Policy. That certified class includes "[a]ll adult parents nationwide who entered the United States...on or after July 1, 2017, and [who were] detained in immigration custody by DHS...[and] have a minor child who has been, is, or will be separated from them..." The statement of work detailed herein focuses specifically on the "Released Subclass," which is defined as all members of the class who were previously detained in immigration custody by DHS, but who have since been released.

BACKGROUND ON SENECA FAMILY OF AGENCIES

Seneca Family of Agencies ("Seneca") was founded in 1985 with the mission to provide unconditional care for vulnerable children and families through the most difficult times of their lives. Since its inception as a small residential and day treatment provider, Seneca has remained committed to "doing whatever it takes" to meet the needs of families with complex service needs, including those who struggle with isolation, trauma, disrupted attachment, grief, loss, and loneliness. During the last three decades, Seneca has continuously broadened and evolved its service continuum to include crisis response services, community- and clinic-based mental health services, school-based services, placement and permanency services, and juvenile justice services. Today, Seneca is the largest non-profit provider of child and family services in California, with over 1,400 staff, and is a nationally-recognized leader in providing mental health services for vulnerable families. Each year, the agency provides a full spectrum of trauma-informed, culturally responsive, and family-focused services for over 18,000 families, and trains agencies and professionals across the country in a variety of proven treatment service models.

As part of this broad continuum of care, Seneca provides stand-alone Family Finding and Engagement services in California and is a nationally recognized leader in the field of identifying, locating and engaging natural supports for the most profoundly disconnected system involved young people. The proposed services described on the following pages are informed by these Family Finding tools and expertise, as well as Seneca's over three decades of experience providing mental health assessment, treatment planning and linkage services for vulnerable young people and families.

SCOPE OF WORK

Seneca will assist HHS in complying with the *Ms. J.P.* preliminary injunction through two separate phases:

1. Class Member Identification and Outreach Seneca will coordinate with

Plaintiffs' Counsel (i.e., Public Counsel and Sidley Austin LLP) and HHS, as described below, to locate class members, notify them of the availability of mental health assessment and treatment for themselves and their families, and determine their interest in seeking services (herein, "Notice Phase"); and

2. Mental Health Services Referral Coordination: Seneca will coordinate referrals and initial appointments for mental health assessment and treatment services for all Released Subclass members who have expressed an interest in pursuing services. These services may be provided to parent class members and their children, if appropriate (herein, Referral Coordination Phase").

In order to carry out the obligations of these two phases, which will constitute a single contract with HHS ("HHS Contract"), Seneca will pursue the following activities, which were outlined in Section 2.5 of the RFP:

A. Kickoff Meeting (*RFP Subtask 1.1*)

Upon notification of the award of the HHS Contract, Seneca will participate in an in-person or telephonic meeting with the HHS Contracting Officer's Representative and other federal staff to discuss and finalize implementation logistics. Seneca leadership, and the appointed Project Director, will attend on behalf of Seneca. This meeting shall be held within ten days of the contract award date, at a time and place agreed to by all participants. Seneca will send an agenda for this initial discussion and any other relevant materials to HHS within three business days of the meeting. Following the meeting, Seneca will submit to HHS a memorandum summarizing major decisions reached and follow-up actions identified during this discussion.

B. Class Member Identification and Notification; Notice Phase (*RFP Subtask 2.1*)

1. Digital Database System

Seneca will utilize a digital database system to track our efforts to contact Released Subclass members, notify them of available relief, and note their interest in accessing available mental health services. As detailed in Section E below, this system will maintain the confidentiality of all personally-identifiable information of class members, and comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA). In order to track these referrals, each client will be assigned a unique tracking number, to ensure the confidentiality of all clients, in the event that the data is shared. Seneca will input all information gathered pursuant to the activities described below in this database system and share information with the Operations Coordination Team as required under the HHS Contract. The Operations Coordination Team will be comprised of federal personnel, primarily Officers from the U.S. Public Health Services Commissioned Corps, to work with Seneca to carry out the responsibilities under the two phases described above.

2. Receipt of Released Subclass Member List from Plaintiffs' Counsel

Seneca understands that the Government and Plaintiffs' Counsel are discussing the production of a class list that includes all subclasses. Seneca anticipates executing the Acknowledgment and Agreement Concerning Protected Information and receiving a list of the Released Subclass members from Plaintiffs' Counsel.

In order to efficiently undertake the responsibilities of the two phases, Seneca anticipates that the Released Subclass List will include the following information:

- Name;

- Alien number; #4778
- Last known contact information (i.e., address, telephone number(s), email address)
- Name, telephone number, and email address of any attorney representing the class member in immigration proceedings;
- Name of each separated child;
- Alien number of each separated child;
- Last known contact information for each separated child (i.e., address, telephone number(s), email address, if different from parent); and
- Any known contact information for organizations that the Government is aware of that the class member and/or separated child is connected to.

3. Outreach/Referral Coordinator Recruitment and Training

Seneca will contract and/or employ outreach/referral coordinators who are experienced bachelor's-level staff (e.g., at least three years of relevant experience) and master's-level clinicians who will be responsible for locating and contacting the Released Subclass members. To the extent possible, all outreach/referral coordinators will pass Seneca's Spanish fluency exam, and Seneca will also recruit staff that speak a variety of dialects spoken in the various countries of origin. In situations where this may not be possible, Seneca will employ contract translators and interpreters to ensure language capacity. Seneca will train all outreach/referral coordinators in Family Finding and Engagement ("FFE") and they will be supervised by a leading FFE expert from our agency. For over a decade, Seneca has been at the forefront of the growth of FFE in the United States, implementing these efforts in California and training agencies across the country. FFE uses a variety of resources to trace and identify individuals that are difficult to locate based on limited information or because they are reluctant to engage due to perceived ramifications of being found by a particular individual or party. FFE staff utilize a variety of resources (e.g., social media, online searches, family connections, community organizations) to locate individuals and address their reluctance to engage.

4. Locating Class Members and Providing Notice

Outreach/referral coordinators will be assigned a cohort of class members based on geographical locations and likelihood of equivalent language fluencies. Upon assignment of a geographical location, the outreach/referral coordinators will identify local immigration advocacy and resettlement organizations and other local providers who have likely maintained contact with class members living within service regions. Seneca will use the last known contact information provided by HHS to call and e-mail class members, their families, and their attorneys. Outreach/referral coordinators will likely need to identify two to four leads before connecting with class members. Outreach/referral coordinators will pursue up to five leads before determining that the class member is unidentifiable.

Once outreach/referral coordinators connect with class members, they will read a prepared script to notify them of the preliminary injunction and the availability of relief. Seneca will provide this notice telephonically or through a local representative to the greatest extent possible but will travel to the class member in limited circumstances. An outreach/referral coordinator will travel to class members only if they are fearful to speak by phone, if they do not have access to a reliable phone line, or if they speak a rare indigenous language requiring specialized translation services.

5. Determining Class Members' Interest in Mental Health Services

After providing notice to class members, outreach/referral coordinators will answer any questions that the class members have regarding the availability of mental health services

Seneca will track class member responses in the database system and transfer the data to HHS and Plaintiffs' Counsel in accordance with agreed upon terms. Once a class member indicates an interest in receiving services, the outreach/referral coordinator will begin the referral coordination process as outlined in the HHS contract. Outreach/referral coordinators will make three additional contacts over a one-month period to a class member who remains undecided and attempt to resolve any of their concerns or questions regarding the provision of services. Once a class member indicates that they are no longer interested, Seneca will cease contact with the class member. Outreach/referral coordinators will track all results and transmit to Plaintiffs' Counsel and HHS pursuant to the manner agreed upon in the respective contracts.

C. Referral for Mental Health Services; Referral Coordination Phase (*RFP Subtask 2.2*)

Seneca will coordinate referrals for the Released Subclass members who have expressed interest in receiving mental health services for themselves and/or their children. A contract provider may be used to provide linguistic capacity, should it prove impossible to provide a clinician with a specific language ability. All Seneca staff will be supervised by an experienced Project Director and Assistant Director, who will serve as the main points of contact for the HHS Operations Coordination Team. Prior to the pursuit of the below activities, Seneca will develop systems (e.g., online tracking portal, coordination checklists) to facilitate the effective and efficient coordination of services.

1. Needs Assessment to Determine Types of Potential Appropriate Services

At the outset of this phase, the outreach/referral coordinators will use a needs-assessment tool to assess the presenting needs of the youth and family. Based on the outcome of that needs assessment, the outreach/referral coordinator would determine the potential services for which the individual class member and their family may qualify. This needs assessment will be completed by the youth and their caregiver, assisted by the coordinator if needed. The needs assessment will not qualify as a full assessment, which will be completed by the provider. The goal of this initial needs assessment is to create a more effective and efficient process in which Seneca can best match class members with a provider that will likely provide the full scope of mental services they may need. Seneca will use every effort to complete the needs assessment telephonically and/or in collaboration with a local representative (e.g., social worker) already working with the class member. A Seneca outreach/referral coordinator will travel to meet a class member in person where no other alternative is available, with the goal of accomplishing this step during a single trip that may occur during the Notice Phase described above.

2. Determining Appointment Needs

Seneca will determine logistical concerns with attending appointments so that the referral coordinators are able to identify the most appropriate and convenient provider. Seneca will develop a checklist for outreach/referral coordinators ("Referral Checklist") to follow so that the coordinators can ensure that all potential issues are addressed in their coordination efforts. This checklist will evaluate, among other factors, geographical restrictions, desire for individual and/or family services, literacy, language capabilities, appropriate cultural sensitivity, transportation accessibility, childcare needs, disability or access/functional needs, acute mental health presentation, and the capacity to satisfy co-pays or other financials needs associated with participation in services. Seneca will make every effort to complete the Referral Checklist telephonically or in collaboration with a local representative (e.g., attorney, social worker) already working with the class member. A Seneca coordinator will travel to meet a class member in person only where no other alternative is available, and will work to combine this step with any other activities that need to occur so that travel is minimized.

3. Identifying Appropriate Providers

Using all available information regarding the presenting needs illuminated in the needs assessment and the Referral Checklist, outreach/referral coordinators will identify at least one appropriate match for the family, and ideally, at least one alternative referral. Seneca will conduct online searches for free or low-cost providers who satisfy the requirements outlined in the *Ms. JP* preliminary injunction. These requirements include that the provider be culturally, linguistically, and “medically appropriate” and be located in an area “reasonably convenient to [the Released Subclass member] given their current locations and restrictions on travel under respective terms and conditions of release.”

Priority will be given to (a) National Child Traumatic Stress (NCTSI) Behavioral Health Treatment Services funded through Substance Abuse and Mental Health Services Administration (SAMHSA clinics), which operates an online search portal at <https://findtreatment.samhsa.gov> and (b) Federally-Qualified Health Centers (FQHCs) funded through the Health Resources & Services Administration, which operates an online search portal at <https://findahealthcenter.hrsa.gov>. NCTSI/SAMHSA and FQHC clinics provide various mental health services and charge fees on a sliding scale depending on the type of services sought and the ability of the client to pay. According to feedback provided by HHS, each health center determines a schedule of fees and discounts, and strives to ensure that no client is denied services due to an individual’s inability to pay for services. There is no uniform waiver or discount policy. In preparing this proposal, Seneca conducted a random sampling of these providers and found that they charge a co-pay of up to \$200 per treatment session for uninsured clients, depending on the type of service sought and their income.

If there are no appropriate free providers available, Seneca will inform the Operations Coordination Team to determine a process for selecting a provider and paying the associated service fees, including reimbursements to Seneca for any payments it pays to the provider. Invoices will serve as proof of services rendered and fees paid. Similarly, if the outreach/referral coordinator determines that a FQHC or NCTSI/SAMHSA clinic is not available because of geographical restrictions, linguistic limitations, extended waitlist for appointments, or any other acceptable reason, Seneca will notify the Operations Coordination Team. Seneca will research other low cost options, including local mental health agencies or tele-mental health providers, and provide a list of appropriate options to the Operations Coordination Team of the availability of services and any costs associated with a class member receiving services through such a provider. The Operations Coordination Team will provide instructions to Seneca regarding documentation needed and the reimbursement process for class members receiving services through such providers.

4. Coordinating Participation in Initial Assessment

The outreach/referral coordinator will communicate the identified provider options for the initial assessment with the class member and their family and decide which appointment to pursue. Seneca will contact the selected provider to gather intake forms and information that need to be submitted prior to the initial appointment. The coordinator will review these requirements telephonically with the class member to facilitate the completion and submission of documents. Seneca will work with the provider to ensure that intake forms are translated into a language understood by the class member. If the class member cannot read or write, and the provider does not offer these support services, Seneca will help complete these forms and assist with submission. Seneca will provide this assistance telephonically or through a local representative to the greatest extent possible but will travel to the class member if no effective alternative

exists. If the class member selects a provider that does not have the linguistic capabilities to communicate with the class member, Seneca will work with the provider to ensure that an interpreter is available to participate in the assessment. If the provider cannot locate any reasonable translation services, Seneca will discuss a process for reimbursement to the provider for costs incurred in contracting with an interpreter with the Operations Coordination Team. The coordinator will track all payments to the provider for services, as well as any associated costs with participation in the assessment that are approved under the HHS Contract.

5. Treatment Planning with Provider

The provider will conduct the initial assessment(s) of the individual class member and their children to determine the appropriate services to include in the individual and family treatment plan(s). The outreach/referral coordinator will work with the provider and class member to establish an appointment calendar for treatment sessions that may include individual and/or family services for the class member and child(ren). The coordinator will gather this information from the provider based on a release of information signed by the class member that complies with Health Insurance Portability and Accountability Act (HIPAA). Seneca's fidelity to federal confidentiality standards outlined in HIPAA are detailed below in Section E.

There may be instances where the provider that conducted the assessment does not have the expertise or availability to provide the services detailed in the treatment plan. When that occurs, the outreach/referral coordinator will follow the same approach pursued in identifying an appointment for the initial assessment in order to locate an appropriate provider for treatment. If no FQHC or NCTSI/SAMHSA clinic is available, Seneca will work to identify another agency or tele-mental health provider and contact the Operations Coordination Team to coordinate a process for reimbursement. Seneca will also ensure that the class member satisfies all intake requirements prior to the first treatment appointment. Seneca will track all payments to the provider for services, as well as any associated costs with participation in treatment, including transportation and incidental costs agreed to with HHS prior to implementation of the HHS Contract.

6. Troubleshooting Concerns (Subtasks 1.3, 1.4)

Upon the award of the HHS contract, Seneca will appoint a Project Director who will oversee all activities described herein and serve as the primary liaison to the HHS Operations Coordination Team. The Project Director and other Seneca leaders will participate in scheduled in-person or telephonic coordinator meetings with the HHS Operations Coordinator Team. The Project Director will advise the HHS of any specific family cases for which the referral coordinator experiences difficulties, delays, or challenges in identifying an appropriate provider or scheduling an appointment. Guidelines for communication will be established by the Government's Contracting Officer's Representative, with the intent that all communications ensure that each eligible and interested class member and/or their family receives services in a timely manner.

D. Culturally and Linguistically Appropriate Services (Subtask 2.3)

Seneca will ensure that all services provided by its staff are culturally and linguistically appropriate and uphold values held by Seneca and reflected in the federal Culturally and Linguistically Appropriate Services (CLAS) standards. Seneca's commitment to the delivery of culturally and linguistically appropriate services is driven both by the agency's belief that this practice is critical to successful treatment as well as the agency's experience working within public systems that disproportionately serve youth and families of color. Seneca's ongoing commitment to the provision of culturally responsive services was formalized in 2014 through

the creation of its Diversity, Equity, and Inclusion (DEI) department. This effort is dedicated to informing the development and refinement of the agency's policies, procedures, and practices to best ensure that culturally and linguistically responsive service delivery is consistent throughout Seneca programs. Through these practices, Seneca has recruited, hired and trained a diverse and qualified staff that can effectively meet the individual needs of families.

Seneca will work closely with HHS to identify a checklist to assess the degree to which the selected treatment agencies adhere to the CLAS standards. Seneca staff that will provide notice and referral coordination services understand the complexities of the unique ethnic and cultural histories of referred families. Seneca understands the trauma that many of the class members and their children have endured and knows to expect some hesitation from families to trust government and private services. Our experience providing culturally and linguistically sensitive services to families with long histories of trauma will guide our approach to the work.

Respecting the importance of providing services in the languages most comfortable for families, Seneca employs bilingual, bicultural staff to meet their service needs. When necessary, the agency will use external translation and interpretation services. Seneca anticipates that there will be times when these contract services will need to be employed. This is particularly true with respect to those families who speak indigenous languages and do not speak Spanish. To respond effectively in the appropriate language, while simultaneously recognizing literacy levels of clients, program documentation and clinical assessments are always offered in the preferred languages of the family member, read aloud, and/or presented in recorded or pictorial format. These practices will positively influence Seneca's recruitment of staff to refer class members and their families to the most appropriate agencies for treatment services.

E. Confidentiality and HIPAA Compliance (*Subtask 2.4*)

Seneca is committed to ensuring compliance with federal, state, and county agency expectations and regulations to support the provision of high-quality client care. Best practice includes the development of procedures to protect the confidentiality of all clients. Seneca understands that maintaining confidentiality of all class members will be critical to engaging class members and facilitating access to services.

Since 2010, Seneca has been accredited by The Joint Commission, which reflects the agency's desire to follow the highest standards of practice in providing care and treatment for clients. Seneca's compliance with state and county agency regulations, including those of The Joint Commission, Medi-Cal, and Community Care Licensing (CA State regulatory body), are overseen by the agency's Quality Assurance (QA) and Quality Improvement (QI) departments. Specifically related to protecting the confidentiality of our youth and families, along with HIPAA compliance, the following policies and procedures reflect our core practice:

- **Code of Conduct:** Seneca's Code of Conduct, attached hereto as Exhibit A, sets forth the agency's expected standards of conduct, system for reporting grievances or concerns, and non-retaliation policy. Appropriate and expected behaviors outlined include delivery of treatment services that reflect the highest degree of integrity, respect, propriety, cultural competence, wellbeing, appropriate staff/client boundaries, and ensure the privacy and confidentiality of our youth and families.
- **Health Insurance Portability and Accountability Act (HIPAA) Breach/Incident Response Policy:** This policy, attached hereto as Exhibit B, details Seneca's procedures to implement appropriate administrative, technical, and physical

safeguards ensuring the protection of client privacy, confidentiality of sensitive personal information, as well as procedures to respond to unlawful or unauthorized access, use, or disclosure of such information. All Seneca Family of Agency staff are trained in HIPAA compliant policies and procedures during the initial two-week Basic Training course, which is completed prior to working in any program. Refresher trainings are provided as needed.

- **HIPAA Business Agreement:** Each treatment agency accepting youth and families for assessment and treatment will be required to sign Seneca's HIPAA Business Agreement, attached hereto as Exhibit C. This document is signed by all Seneca contract service providers that will have access to clients and/or or client records. This document specifically outlines the procedures by which the HIPAA guidelines must be followed.
- **Chart Access and Security Policy:** The Notice of Privacy Practices, attached hereto as Exhibit D, defines the procedures designed to protect client health information (PHI) and the process by which clients can access their medical and health information. Access to all client information is strictly limited to those with a legal right to the information. These safeguards ensure the privacy and civil rights of clients.
- **Digital Communications Policy:** The Digital Communications Policy, attached hereto as Exhibit E, provides procedures and guidelines for the use of digital communication when handling protected health information. To ensure the protection of client information in accordance with HIPAA, Community Care Licensing and Family Educational Rights and Privacy Act (FERPA) regulations, all Seneca equipment is password-protected and full-disk encrypted. Workstations are configured with a software endpoint encryption solution that is FIPS 140-2 certified and uses AES 256-bit encryption. Mobile devices such as smart phones and tablets use native device hardware encryption and are managed by a licensed mobile device management solution (MaaS360). Local file server access is strictly governed by designated security groups, and the servers themselves are physically secured and their disks encrypted. Seneca's EHR system ensures that service documentation is compliant with billing regulations, HIPAA regulations, and programmatic best practices. Seneca will uphold all HIPAA regulations and protect client confidentiality at every site where services are provided.

Client files that are not maintained and stored in our EHR are stored in locked file cabinets inside locked file rooms, (a double locking system). Once the facility is locked for the day, the files are then triple locked. Only qualified staff have keys to the file room and file cabinets.

These policies reflect the basic principles that are designed to ensure that client private health information is protected at all times, in conjunction with the policies that assure clients can access their PHI, as needed and requested. The Seneca QA and QI teams are well versed in the various county, state, and federal regulations, and work closely with program staff to ensure that the policies and procedures are followed. Seneca has never been cited by any regulating body for failing to properly safeguard client private health information.

Seneca will ensure that all efforts to support and serve class members and their families abide by our standards and practices that we maintain for all clients.

F. Reporting Compliance (Subtask 1.2)#4784

Upon the awarding of the HHS contract, Seneca will contract with an IT developer and manager who will be responsible for building a database system to track all work completed pursuant to these agreements. Generally, this database system will track time allocated to each activity described herein, summary of efforts undertaken, and outcomes of these efforts. Seneca's Project Director will develop a mechanism for reporting the following information on a regularly scheduled basis:

- The number of individuals and/or families from the Released Subclass who Seneca has attempted to contact, the number who have been located, and the number who cannot be located;
- The number of individual class members who have been provided notices of availability of mental health services;
- The number of individuals and/or families who indicate interest or lack of interest, are undecided, or request additional information regarding the availability of mental health services;
- The number and state of individuals and/or families referred for mental health services;
- The number and state of individuals and/or families currently receiving or having completed assessments and, where appropriate, initiated treatment from mental health clinicians;
- The numbers of referrals to specific grantee providers by name and state of grantee provider;
- The average waiting period between family expression of interest in services and date of scheduled first appointment; and
- The number of individual cases for whom the waiting period between the family's expression of interest in services and date of scheduled first appointment has exceeded a defined number of days, as determined by the Operations Coordination Team in collaboration with Seneca.

Pursuant to federal confidentiality and HIPAA requirements, Seneca will not reveal the specific identity or location of any class member. Such disclosure would impede on Seneca's ability to ensure that class members feel safe accessing services they may need to overcome any trauma caused.

BUDGET

Please see attached.

BUDGET NARRATIVE

This budget represents the budgeted costs *only* if the same provider is providing both the Notification and Referral Coordination Phases of the described services and represents significant cost savings as a result of a single provider.

This budget assumes services for up to 2,500 class members to comply with the preliminary injunction issued by the District Court of Central California in *Ms. J.P., et al. v. Barr, et al.*, No. 18-cv-06081-JAK (*Ms. J.P.*). Should the number of class members seeking treatment exceed 2,500, additional funding will be necessary to ensure compliance with the preliminary injunction.

A. Labor Costs

Fixed Loaded Hourly Rate: Calculated at Annual Salary per Labor Category X Benefits at 26% X Direct Program Support at 29% X Agency Allocable (described in detail below) at 14%.

Labor Category Salary Calculations and Qualifications:

- Outreach/Referral Coordinator: \$38.50/hour (includes hourly pay + anticipated overtime and double-time + anticipated stipends). Qualifications include: Bachelors degree, bilingual required, professional or lived experience of 3+ years, preference given to experience with specialized population.
- Clinical Supervisor: \$117,000 annually (includes salary + anticipated stipends). Qualifications include: Masters degree and License required, bilingual required, professional or lived experience of 3+ years, supervisory experience of 3+ years, preference given to experience with specialized population.
- Case Aid/Admin Assistant: \$38.50/hour (includes hourly pay + anticipated overtime and double-time + anticipated stipends). Qualifications include: Bachelors degree, bilingual required, professional or lived experience of 3+ years, preference given to experience with specialized population.
- Database Administrator: \$78,000 (includes anticipated stipends). Qualifications include: Bachelors degree, professional experience of 2+ years.
- Assistant Director: Masters degree and License required, bilingual required, professional experience of 5+ years, supervisory experience of 5+ years, preference given to experience with specialized population.
- Project Director: Masters degree and License required, professional experience of 5+ years, supervisory experience of 5+ years, preference given to experience with specialized population.

Total Labor Costs budgeted for the Notification Phase: \$2,783,600

Total Labor Costs budgeted for the Referral Coordination Phase: \$4,475,200

Grand Total budgeted at \$7,258,800 for 10 months.

B. Direct and Indirect Costs

Based on the number of service hours provided by HHS in each defined role and the anticipated activities in each phase, Seneca estimates the staff Full Time Equivalent (FTE) for 10 months at:

- Notice Phase: 21.21
- Referral Coordination Phase: 33.50
- *Grand Total: 54.70*

Based on the allocation of service hours in each defined role provided by HHS and Seneca's Fixed Loaded Hourly Rate, Seneca estimates the average cost per hour to be:

- Notice Phase: \$75.74/hr on average
- Referral Coordination Phase: \$77.09 on average
- *Grand Total: \$76.57 on average*

All line items represented below include an additional **Agency Allocable** expense, reflective of the costs of those agency-wide services and their associated expenses. All allocable costs are collected each month in one cost center and, based upon the ratio of the total direct costs of all programs compared to the total allocable cost, the allocation percentage is calculated. This ratio is calculated each month, and each program contributes an amount based upon its total direct costs multiplied by the allocable percentage for the period. These services and departments benefit all Seneca programs and include:

- Executive Leadership: This includes the indirect agency leadership that oversee all agency programs and departments, including CEO, COO, CFO, CIO, and CAO.

- Data, Evaluation, and Strategic Initiatives (DESI): This department provides data tracking and analysis for Seneca programs, including client outcomes and client and community partner satisfaction reports, and program fidelity for evidence-based and evidence-informed models. DESI utilizes Power BI, a data analytics tool, to aggregate and visually present the real-time client data gathered from Seneca's electronic health records (EHR) system into online dashboards used for reporting client and program outcomes throughout the agency.
- Quality Assurance (QA) and Quality Improvement (QI): QA and QI are responsible for compliance with Medi-Cal, The Joint Commission, and California Community Care Licensing regulations. QA and QI staff provide oversight of service documentation to ensure (1) accurate and timely entry of client information into Seneca's EHR system, (2) compliance with state and county regulations, and (3) high-quality service delivery.
- Human Resources (HR): HR oversees staff recruitment, hiring, benefits administration, and bilingual language testing for over 1,500 Seneca employees, while ensuring compliance with state and federal tax and labor laws and regulations.
- Accounting: Accounting is responsible for accurate invoicing, coding payroll and payables, monitoring cost activities, and reporting information to program directors and county agencies.
- Information Technology (IT): IT is responsible for managing Seneca's EHR system, as well as supporting staff technology needs to facilitate effective communication with families and partners (e.g. emails, laptops, cell phones, internet access, and data security). IT ensures the protection and confidentiality of all Protected Health Information (PHI) for agency clients.
- Diversity, Equity, and Inclusion (DEI): This department refines internal policies and procedures relating to culturally responsive service provision and supports the recruitment, retention, and training of a diverse staff who are reflective of the youth and families Seneca serves. The DEI Director and DEI Advisory Board support DEI-centered trainings, professional learning communities, and program service delivery agency-wide.

These Agency Allocable costs are collected on a monthly basis and charged to each program, according to the ratio of each program's direct costs compared to the total direct costs across the entire agency. The Agency Allocable is estimated at 14% for all line items except the distribution of payment for Co-Payments and Fee for Service, which is budgeted at 8% to account for the administrative expense incurred by the accounting, payment distribution, oversight, and reporting necessary for facilitating payment and services provided to class members.

C. Direct and Indirect Line Items:

Pursuant to the terms of the RFP, Seneca will only seek reimbursement for actual costs incurred under these line items.

- Digital Tracking System Design and Set-up: Reflected only in the Notification Phase and budgeted at \$28,500, plus the associated Agency Allocable percent.
- Payment of Co-Pays/Fee for Service as Authorized: Reflected only in the Referral Coordination Phase and budgeted at an average of \$50/session for an average of 18 sessions per class member, for 2,500 class members, plus the associated Agency Allocable percent. Seneca will prioritize referrals to federally funded clinics, including FQHCs and SAMSHA clinics. Based on a random sampling of these clinics across the country, the average cost of co-pays for uninsured clients ranges from \$20-\$200 per session depending on the client's ability to pay and the type of service provided.

Pursuant to the terms of the RFP, Seneca will only seek reimbursement for actual costs directly paid to the provider under this line item. Should the costs of the Service as Authorized exceed the budgeted and awarded amount, Seneca would no longer be responsible for payment to the authorized service provider and instead, reimbursement would be the responsibility of HHS.

- Translation and Interpretation: All translation and interpretation expenses are for the services provided directly by Seneca. Translation and interpretation expenses incurred by Authorized Service Providers will be solely the responsibility of the Authorized Service Provider and not included in this contract.
 - *Outreach and Notification Phase*: Budgeted at an average of \$200/hour for an average of four hours of translation/interpretation for a possible 800 class members with specific and unique language needs, plus the associated Agency Allocable percent. Based on the limited information available regarding the language fluencies of class members, expenses project a broad range of translation and interpretation fees to cover the costs for a large percentage of class members.
 - *Referral Coordination Phase*: Budgeted at an average of \$200/hour for an average of 12 hours of translation/interpretation for a possible 800 class members with specific and unique language needs, plus the associated Agency Allocable percent. Based on the limited information available regarding the language fluencies of class members, expenses project a broad range of translation and interpretation fees to cover the costs for a large percentage of class members.
- Needs Assessment: Reflected only in the Referral Coordination Phase and budgeted at \$45 per class member (up to 2,500) for the implementation of the proposed needs assessment, plus the associated Agency Allocable percent.
- Travel:
 - *Outreach and Notification Phase*: Includes cost of day travel (mileage and per diem, as appropriate) and budgeted at an average of \$500/month/FTE; and one overnight trip (including flight, hotel, per diem, and all incidentals) budgeted at \$1,300/trip for 250 class members who are difficult to reach¹, plus the associated Agency Allocable percent.
 - *Referral Coordination Phase*: Includes cost of day travel (mileage and per diem, as appropriate) and budgeted at an average of \$500/month/FTE; and two in-person trips (including flight, hotel, per diem, and all incidentals) budgeted at \$1,300/trip for 250 class members who are difficult to reach and need additional support to access authorized mental health services, plus the associated Agency Allocable percent. Based on the limited information available regarding class member location and language capabilities, expenses are budgeted using an assumption that Seneca referral coordinators may need to travel relatively extensively to remote regions. Travel will only be employed as a method for accessing a class member when no other alternative to serving a class member is available. Travel costs will be cost-reimbursed, recognizing that the actual travel expenses may be far less than budgeted.
- Office Space: Budgeted at \$2.50/sq ft for 3,501 square feet or 64/sq ft per FTE, plus the associated Agency Allocable percent.

¹ While individuals at this point in the process may have been found and expressed potential interest in services, their physical location may necessitate additional support in accessing services, particularly in remote/rural regions and in communities distrustful of service providers.

- Utilities: Budgeted at \$9,977.80 based on historical costs, plus the associated Agency Allocable percent. Costs split between Notification and Referral Coordination phases based on volume of expected services in each phase.
- Staff Development and Training: Budgeted at Seneca's actual costs for the annual training of staff at \$500 per FTE, plus the associated Agency Allocable percent. All direct service staff receive at least 40 hours of training annually. Beyond the typical training each employee receives, it is anticipated that this unique population will require staff to receive additional support and training to most effectively meet their needs so specialized training up to 8 hours per FTE will occur at the launch of the project.
- Phone Contracts: Budgeted at \$90/month per FTE, plus the associated Agency Allocable percent.
- Office Supplies: Budgeted at \$25 per month per FTE, plus the associated Agency Allocable percent.
- Brochures and Outreach Materials: Reflected only in the Notification Phase and budgeted at \$3 per flyer/brochure for 5,000 units, plus the associated Agency Allocable percent.
- Postage:
 - *Outreach and Notification Phase*: Budgeted at \$0.55/mailing for 15,000 parcels (or six per class member), plus Agency Allocable. It is anticipated that multiple methods, addresses and attempts for notification and outreach will need to be employed per class member.
 - *Referral Coordination Phase*: Budgeted at \$0.55/mailing for the invoicing and payment of treatment for 2,500 class members receiving an average of 18 sessions of treatment.
- Expendable Equipment: Budgeted at \$800 per FTE, plus the associated Agency Allocable percent. Costs have been divided up between the Notification and Referral Coordination Phases, based on the projected time when the equipment cost will be incurred.

D. Budget Totals

NOTICE PHASE:

Total Labor Costs Budgeted at \$2,783,600

Total Direct and Indirect Costs Budgeted at \$1,380,987.95

REFERRAL COORDINATION PHASE:

Total Labor Costs Budgeted at \$4,475,200

Total Direct and Indirect Costs Budgeted at \$5,849,884.72

GRAND TOTAL:

Total Labor Costs Budgeted at \$7,258,800

Total Direct and Indirect Costs Budgeted at \$7,230,872.67

Grand Total: \$14,489,672.67



EXHIBITS

- ✦ Exhibit A: Code of Conduct
- ✦ Exhibit B: Health Insurance Portability and Accountability Act Breach/Incident Response Policy
- ✦ Exhibit C: Health Insurance Portability and Accountability Act Business Agreement
- ✦ Exhibit D: Chart Access and Security Policy
- ✦ Exhibit E: Digital Communications Policy
- ✦ Exhibit F: Notice of Privacy Practices

Program: Agency-wide
Author: Sylvia Pizzini
Revisions by: Sarah Waagen
Committee; JC Prep
group; MockTracers
Approved By:
Date Effective: 2/24/09
Date Revised: 1/20/12



EXHIBIT A

Seneca Family of Agencies Code of Conduct

Policy:

All employees of Seneca Family of Agencies (Seneca) embrace its Mission, Values and Philosophy consistent with our respective roles within the agency. Seneca is honored to serve our clients, families and communities, and we have and will continue to uphold the highest levels of conduct and personal integrity in our day-to-day work as leaders, direct service providers and support services staff.

To this end, our Code Conduct sets forth Seneca's expected standards of behavior in order to promote dialogue on ethical or safety issues, grievances or complaints and give guidance of how to appropriately address these issues when they arise in a manner that promotes a culture of safety for our clients, community and fellow Seneca staff members. This policy also defines behaviors that are inappropriate, disruptive and are subject to corrective and punitive action as they can undermine a culture of safety. In addition to the Seneca's Code of Conduct, we shall uphold the codes of ethics from our respective professional organizations and licensing bodies.

Inappropriate and disruptive behaviors undermine the essential features of a culture of safety – teamwork and open and free discussion of safety concerns. In a culture of safety, all staff members should openly discuss safety concerns without fear of retribution or censorship. Joint Commission publication, 2009

Procedure:

Appropriate and Expected Behaviors

- ✦ *Integrity* – We treat others with dignity, and we are honest and fair in our relationships with clients, families, community members, public partners, other nonprofits and each other as employees.
- ✦ *Respect* – We recognize our value of respect as having special significance for ethical behavior. We begin all our relationships with the default assumption that everyone has been doing the very best they can with the resources they have available; we listen without judgment and create a situation in which we are open to the others' experiences. As employees, we hold each other in high regard regardless of position or level of authority.
- ✦ *Propriety* – We maintain high standards of personal moral conduct on the job, recognizing that our personal preferences must be set aside when they may compromise professional roles and responsibilities or reduce public confidence in services to children and families.
- ✦ *Cultural competence* – We are curious about the cultures and experiences of our clients, families and communities. We inquire deeply and listen carefully to learn about individual and collective thoughts and feelings that can become the bases of effective services. We uphold civil rights laws and public policies

- ✦ *Continuing education and development* – We offer services within the parameters of our education, training and experience; we take advantage of continued professional education to maintain our expertise and improve our services based on new research regarding effective practices.
- ✦ *Well-being* – We promote the welfare of clients, families and communities and avoid harm to the maximum extent possible.
- ✦ *Maintaining boundaries* – We conduct ourselves in ways that promote the interests of clients, families and employees and demonstrate that we are motivated by the common good. We proactively resolve issues that may arise due to preexisting friendships or associations that employees have had with each other or that employees have had with clients and families. We practice self-care so that we are physically and mentally healthy as we carry out our responsibilities.
- ✦ *Preventing sexual harassment* – We recognize that we have inherently unequal relationships with our clients and families, thus creating the potential for abuse of power and emotional and physical harm. We recognize that there are unequal relationships among employees, also creating potential for abuse of power and emotional and physical harm. We steadfastly respect boundaries and support the rights of clients and employees to be treated fairly.
- ✦ *Privacy and confidentiality* – We have a duty to be familiar with and to inform our clients and families of all relevant confidentiality requirements and limitations; we use confidential information only for professional purposes and only share it with authorized parties.

Inappropriate and Disruptive Behaviors:

- ✦ *Insensitive feedback* – We do not provide critical feedback of performance or competency that is delivered inappropriately, e.g., in front of others, rather than in private and not aimed toward performance improvement.
- ✦ *Sloppy and demeaning documentation* – We do not write case notes and treatment plans that include contradictory information, inappropriate language, e.g., slang or demeaning comments, or information that is based on opinion, rather than fact.
- ✦ *Not taking responsibility* – We do not display any reluctance to report safety concerns in a timely and effective manner; nor do we fail to respond to phone calls or to reasonable requests for assistance.
- ✦ *Lack of teamwork* – We do not refuse to work with certain employees or provide care and treatment for certain clients, nor do we fail to accept assignments or responsibilities when they are within the scope of our job responsibilities.
- ✦ *Verbal abuse* – We do not use hostile or abusive language, such as raising one's voice, yelling, verbally attacking, insulting, name calling, bullying, using profanity, threatening, demeaning or belittling others.
- ✦ *Cultural insensitivity* – We do not make any comments, slurs or jokes related to race, ethnicity, gender, sexual orientation or socioeconomic status.
- ✦ *Inappropriate physical contact* – We do not engage in unwelcome touching and physical attacks on clients, visitors or employees, e.g., pushing, hitting or throwing objects.

Maintaining ethical decision-making

- ✦ We have a duty to be familiar with and uphold this Code of Conduct as well as Seneca's Mission, Values and Philosophy, and to consider where ethical principles apply in our everyday decisions.
- ✦ We have a duty to consult with supervisors and experts on ethical issues when we are unsure about a proper course of action.
- ✦ If we believe there is a conflict between a practice or policy of Seneca and this Code of Conduct, we immediately make it known to our supervisor or other appropriate management and seek to resolve it in a way that permits full adherence to the Code.
- ✦ If we believe there is a violation by a colleague, we bring it to the attention of the colleague if informal resolution appears appropriate; if we believe the violation is not appropriate for informal resolution, we refer it to the our supervisor or other appropriate management for resolution.

- ✦ Seneca employees will abide by the Code of Conduct. If there is any uncertainty about the above code, employees should seek guidance from their Supervisor, Human Resources staff or Program or Department Director.
- ✦ All Seneca employees are expected to model desirable professional behavior in all interaction and communications with clients, visitors, and each other.
- ✦ Seneca believes in celebrating cultural, ethnic, and religious diversity. Seneca also realizes that interprofessional communication can be challenging when many professionals from different disciplines are working together across many programs. Therefore, Seneca wants to help facilitate communication and development of team unity by supporting its employees with challenges involving:
 - a. differences in authority, autonomy, roles and values of professionals, paraprofessionals and support employees in the healthcare team
 - b. questions regarding the chain of communication
 - c. changes in the assignments of employees
 - d. self-care and finding time to de-stress at the workplace
- ✦ Seneca is committed to addressing and supporting their individual team members with any concerns they may have regarding their role at Seneca, or their relationships with other team members.
- ✦ Seneca will provide opportunities for skills-based training and coaching for managers and supervisors who wish to enhance their relationship-building and collaborative practice.
- ✦ All new employees will have the opportunity to attend trainings in effective communication, conflict resolution, team building, giving feedback, boundaries and conduct during agency orientation.
- ✦ Furthermore, all of the above trainings will be available to all employees or teams of employees upon request.

Reporting

- ✦ If interpersonal misunderstandings arise at work, all employees are encouraged to resolve them by using their conflict management skills. If an employee feels uncomfortable problem-solving alone, Seneca encourages employees to seek out support from their direct supervisor, or Human Resources department.
- ✦ If an employee witnesses questionable conduct, i.e., behavior that may violate this Code of Conduct a fellow employee, he or she is strongly urged to contact their supervisor and specify:
 - a. the date and time of occurrence
 - b. name of any clients involved in or who witnessed the incident
 - c. the circumstances of the event
 - d. the names of all people involved in the incident
 - e. their personal actions in response to the behavior
- ✦ In the event that the questionable behavior involves the supervisor, the conduct should then be reported to the supervisor's supervisor or manager.
- ✦ Any client, family member or visitor who witnesses any action outside of Seneca's Code of Conduct is encouraged to report concerns to the Human Resources Department.
- ✦ If a client, family member or visitor reports that he or she believes a Seneca employee acting outside of the Code of Conduct, employees are encouraged to respond empathetically, and thank the person for sharing concerns.
- ✦ If the reported conduct impacts the safety or welfare of a client or another person in the agency or appears to violate state or federal law, applicable statutes and regulations must be followed.

Investigation and Corrective Action

- ✦ If the reported incident impacts the safety and welfare of a client or another person in the agency, an investigation and recommendation for corrective action is coordinated through Seneca Human Resources Department; an Incident Report must also be completed and submitted.

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- ✦ If the reported incident does not impact the safety or welfare of a client or another person in the agency the supervisor shall interview the complainant, the employee alleged of disruptive/questionable behavior and if possible any witnesses. Based on the results of these interviews, the supervisor shall do one or more of the following:
 - a. determine that no further action is warranted;
 - b. initiate constructive feedback;
 - c. consider referral for additional education for individual(s) or work group;
 - d. offer referral(s) to the Employee Assistance Program;
 - e. consider mediation session with employees to reach mutually acceptable resolution;
 - f. request employee to apologize to the complainant;
 - g. consider need to counsel the employee;
 - h. refer to Seneca Human Resources; or
 - ✦ All intervention will be taken within the context of Seneca's commitment to the health and well-being of all employees and clients with adequate resources to support individuals whose behavior is caused or influenced by physical or mental health issues.
 - ✦ Retaliation against the complainant, or witnesses involved in an investigation, by the subject of the complaint, co-workers or supervisors will not be tolerated under any circumstances.

Failure to follow these principles of conduct may result in disciplinary action up to and including termination from Seneca.



Program: Agency-wide
Author: Jennifer Cardenas
Revisions by: Sandy Hobson
Approved By: Exec Team
Date Effective: 5/16/2013
Date Revised: 7/24/2017
Date Reviewed:

EXHIBIT B

HIPAA Breach/Incident Response Policy

Policy:

Seneca Family of Agencies (SFA) shall implement appropriate administrative, technical and physical safeguards to protect the privacy of sensitive personal information from unlawful or unauthorized access, use or disclosure. SFA will use an established and uniform procedure to respond to unlawful or unauthorized access, use or disclosure of unsecured protected health information or personally identifiable information. SFA staff shall report any unlawful or unauthorized access to appropriate authorities and affected clients to comply with applicable reporting statutes and regulations. Immediate investigation and corrective action will be initiated in response to a suspected breach incident.

Procedure:

SFA staff will immediately notify their Program Director upon becoming aware of a suspected or potential HIPAA incident of unauthorized access, loss or theft of client protected health information. This includes theft or loss of agency electronic equipment, lost or stolen paper documentation and inappropriate email or fax communication. In the absence of the Program Director, staff should immediately notify the Division Director and/or Quality Assurance Director. The Program Director will immediately notify the Division Director and Quality Assurance Director of the incident. The Program Director may also direct staff to file a police report in the case of stolen equipment or information.

The Quality Assurance Director will immediately notify the appropriate county officials and provide the details of the incident. The on-site Quality Assurance Director will follow the guidance and direction as provided.

The Quality Assurance Director (or designee) shall notify law enforcement when there is evidence to suggest that criminal activity or criminal intent may be involved in the incident.

The Quality Assurance Director shall complete a log entry into the HIPAA Breach Log to document the following:

- What records were affected (e.g., full name, date of birth, Social Security Number, home address, diagnosis, prescription, test results, appointment reminder, medical chart, forms, etc.). Include a description of the format of the records specifying whether it was paper or electronic and how it was stored.
- Who was affected (describe whether the records were related to clients, employees, contractors, etc., and how many).
- Contact person/names of SFA staff who were involved in the suspected breach.
- Date the suspected breach occurred.
- Description of the situation, including how and why the suspected breach occurred.

Additionally, the Quality Assurance Director or designee will complete any required reporting paperwork and submit to the appropriate county officials within 2 business days of detection of the suspected breach.

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#4795
The Program Director (or designee) shall initiate immediate action to prevent further unauthorized access (e.g., secure room, change access codes, limit access, other controls). The Program Director (or designee) may request assistance from the Quality Assurance Director, IT department, Human Resources department and any county partners deemed appropriate.

The Program Director (or designee) shall review grant, contract or other program requirements to determine whether specialized security breach notification or reporting is required in addition to the notices required by law. Examples include, but are not limited to, State or County owned data systems, systems shared with other County departments, etc. The Program Director (or designee) will coordinate with the Quality Assurance Director regarding additional notifications using the process in this policy.

SFA will take appropriate corrective action including, but not limited to, additional training, procedure change, policy revisions, access reviews, audits and corrective action. At a minimum, the Program Director will review with staff in the program the policies and procedures related to the security of client information and based on guidance from the Quality Assurance Department. Additionally, any staff responsible for the breach will, at a minimum, be required to retake agency HIPAA training(s); additional disciplinary measures may be taken, as appropriate, up to and including termination.

SFA will additionally provide any notifications required by law, contract or county directive to individuals whose personal information may have been compromised. SFA will notify individuals in person when possible and by mail. If the impacted individual is a minor, the notifications will be given to both the minor and their legal guardian. If specific individuals cannot be identified as being affected by the breach, it may be necessary to notify an entire group of people that were likely affected by the breach. These notifications will include:

- Brief description of the incident, the date of the suspected breach and the date of the discovery.
- Description of types of unsecured information involved in the suspected breach such as full name, date of birth, social security number, driver's license number, account number, home address, etc.
- Steps the individuals should take to protect themselves from potential harm resulting from the suspected breach.
- Brief description of actions taken to investigate, mitigate the suspected breach and actions taken to protect against further potential breaches.
- Contact procedures for individuals to ask questions. Options may include a Toll-free telephone number, electronic mail address, website or postal address.

SFA may offer additional supportive services if deemed appropriate and necessary based on the type of information compromised and the specific circumstances surrounding the suspected breach.

BUSINESS ASSOCIATE AND SUBCONTRACTOR AGREEMENT

Effective Date: _____

This HIPAA Business Associate and Subcontractor Addendum (Addendum) supplements and is made a part of the agreement to do business, dated _____, contract number _____, (hereafter, "Agreement") by and between Seneca Family of Agencies, a HIPAA Covered Entity (hereafter, "CE"), and _____, a HIPAA Business Associate (hereafter, "Associate") an _____. A HIPAA Subcontractor (hereafter, "Subcontractor"), and is effective as of the compliance date of the Privacy Rule, (defined below).

WHEREAS, CE wishes to disclose certain information to Associate and Subcontractor, pursuant to the terms of their Agreement, some of which may constitute Protected Health Information (hereafter, "PHI"), (defined below);

WHEREAS, CE and Associate and Subcontractor intend to protect the privacy and provide for the security of PHI disclosed to Associate and Subcontractor pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws;

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule (defined below) requires Associate and Subcontractor to enter into a contract containing specific requirements with Associate and Subcontractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, § 164.502(e) and §164.504(e) of the Code of Federal Regulations (CFR), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of the American Recovery and Reinvestment Act of 2009 ("ARRA") and its implementing rules and regulations, each as may be amended from time to time, including those regulatory amendments of the Department of Health and Human Services published at 78 Fed. Reg. 5566 (Jan. 25, 2013) ("HIPAA Final Omnibus Rule"), and contained in this Addendum;

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

- a. **Business Associate and Subcontractor** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- b. **Covered Entity** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
- c. **Individual** shall have the same meaning as the term "individual in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- f. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- g. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, subparts A and E.
- h. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501 [45 CFR §§ 160.103 and 164.501]
- i. **Protected Information** shall mean PHI provided by CE to Associate and Subcontractor or created or received by Associate and Subcontractor on CE's behalf.
- j. **Required by law** shall have the same meaning given to such term at 45 CFR 164.501.

2. **HIPAA Rules.** HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
3. **Terms in HIPAA Rules.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: breach, business associate, covered entity, data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, notice of privacy practices, protected health information, required by law, secretary, security incident, subcontractor, unsecured protected health information, and use.
4. **Purpose.** [Option 1 – Insert a description of the purpose of the arrangement, e.g., in the case of a billing and coding audit, to provide coding and auditing services.] [Option 2 – Reference an underlying service agreement, such as, “The purposes for use and disclosure of PHI by the Business Associate are as necessary for Business Associate to perform the services set forth in the X Service Agreement.”]
5. **Obligations and Activities of Business Associate and Subcontractor.**
 - a. **Permitted Uses.** Associate and Subcontractor shall not use Protected Information except for the purpose of performing Associate and Subcontract
 - b. or’s obligations under the Agreement and as permitted under the Agreement and Addendum. Further, Associate and Subcontractor shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate and Subcontractor may use Protected Information (i) for the proper management, internal auditing, and administration of Associate and Subcontractor, (ii) to carry out the legal responsibilities of Associate and Subcontractor, or (iii) for Data Aggregation purposes for the Health Care Operations of CE. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)]
 - c. **Permitted Disclosures.** Associate and Subcontractor will not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate and Subcontractor may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and Addendum, (ii) for the proper management and administration of Associate and Subcontractor; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of CE. To the extent that Associate and Subcontractor discloses Protected Information to a third party, Associate and Subcontractor must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Associate and Subcontractor of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]
 - d. **[Optional] De-Identification.** Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR §164.514(a)-(c). [The parties also may wish to specify the manner in which the business associate will de-identify the information and the permitted uses and disclosures by the business associate of the de-identified information.]
 - e. **Data Aggregation Services.** Business Associate may use PHI to provide data aggregation services related to the health care operations of the Covered Entity.99o9
 - f. **Limitations on Use and Disclosure of PHI.** Business Associate shall not use PHI except as permitted or required by this Agreement or as required by law.
 - g. **Appropriate Safeguards.** Associate and Subcontractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Agreement. [45 CFR § 164.504(e)(2)(ii)(B)] *Associate and Subcontractor shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate and Subcontractor’s operations and the nature and scope of its activities.*
 - h. **Reporting of Improper Use or Disclosure.** Associate and Subcontractor shall report to CE *in writing* regarding any use or disclosure of Protected Information other than as provided for by the Agreement and this Addendum *within five (5) days* of becoming aware of such use or disclosure. [45 CFR § 164.504(e)(2)(ii)(C)]

In the event that Business Associate discovers a breach of unsecured PHI, Business Associate agrees to notify Covered Entity without unreasonable delay, and in no case later than 60 calendar days after Business Associate first becomes aware of the incident. Business Associate is deemed to have become aware of the breach as of the first day such breach is known or, with the exercise of reasonable diligence, would have been known to any person, other than the person committing the breach, who is an employee, officer, or other agent of Business Associate. The notice must include, to the extent possible, the

- identification of each individual whose unsecured PHI was the subject of the breach; a brief description of what happened; the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured PHI that were involved in the breach (such as full name, social security number, date of birth, and home address); any steps the individuals should take to protect themselves from potential harm resulting from the breach; and a brief description of what Business Associate is doing to investigate the breach, mitigate losses, and protect against further breaches.
- h. **Notification of Breach.** During the term of this Contract, Associate and Subcontractor shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - i. **Mitigate Harmful Effects.** To the extent practicable, Business Associate agrees to mitigate any harmful effects known to Business Associate that are caused by the use or disclosure of PHI in violation of this Agreement. The Business Associate and Subcontractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - j. **Associate and Subcontractor's Agents.** In compliance with CFR §§164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to obtain from any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate satisfactory assurances that the subcontractor will appropriately safeguard the PHI and agree to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate and Subcontractor shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree *in writing* to the same restrictions and conditions that apply to Associate and Subcontractor with respect to such PHI. [45 CFR § 164.504(e)(2)(D)] *Associate and Subcontractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effect of any such violation. (See 45 CFR §§ 164.530(f) and 164.530(e)(1))*
 - k. **Access to Protected Information.** Associate and Subcontractor shall make Protected Information maintained by Associate and Subcontractor or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying *within ten (10) days of a request by CE* to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]
 - l. **Amendment of PHI.** *Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set*, Associate and Subcontractor or its agents or subcontractors shall make Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. *If any individual requests an amendment of Protected Information directly from Associate and Subcontractor or its agents or subcontractors, Associate and Subcontractor must notify CE in writing within five (5) days of the request. Any denial of amendment of Protected Information maintained by Associate and Subcontractor or its agents or subcontractors shall be the responsibility of CE.* [45 CFR § 164.504(e)(2)(ii)(F)]
 - m. **Accounting of Disclosures.** *Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information*, Associate and Subcontractor and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528. As set forth in, and as limited by, 45 CFR § 164.528, Associate and Subcontractor shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.502; (ii) to individuals of Protected Information about them set forth in 45 CFR 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (v) to correctional institutions of law enforcement officials as set forth in 45 CFR § 164.512(k)(5). Associate and Subcontractor agrees to implement a process that allows for an accounting to be collected and maintained by Associate and Subcontractor and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure the reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. *In the event that the request for an accounting is delivered directly to Associate and Subcontractor or its agents or subcontractors, Associate and Subcontractor shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such*

- n. **Governmental Access to Records.** Associate and Subcontractor shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate and Subcontractor's compliance with the Privacy Rule, subject to attorney-client and other applicable privileges. [45 CFR § 164.504(e)(2)(ii)(H)] *Associate and Subcontractor shall provide to CE a copy of any Protected Information that Associate and Subcontractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.*
- o. **Minimum Necessary.** Associate and Subcontractor (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the request, use or disclosure. [45 CFR § 164.514(d)(3)]
- p. **Data Ownership.** Associate and Subcontractor acknowledges that Associate and Subcontractor has no ownership rights with respect to the Protected Information.
- q. **Retention of Protected Information.** Notwithstanding Section 3(c) of this Addendum, Associate and Subcontractor and its subcontractors or agents shall retain *all Protected Information throughout the term of the Agreement and shall continue to maintain* the information required under Section 2(h) of this Addendum for a period of six (6) years *after the termination of the Agreement.* (See 45 CFR §§ 164.530(j)(2) and 164.526(d))
- r. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, Associate and Subcontractor and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate and Subcontractor has complied with this Addendum; provided, however, that (i) Associate and Subcontractor and CE shall mutually agree in advance upon the scope, timing and location of such inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate and Subcontractor to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate and Subcontractor. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate and Subcontractor's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate and Subcontractor of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate and Subcontractor or require Associate and Subcontractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Agreement.
- s. **Compliance with Subpart E.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

6. Termination.

- a. **Material Breach** A breach by Associate and Subcontractor of any material provision of this Addendum, shall constitute a material breach of the Contract and shall provide grounds for *immediate* termination of the Contract by CE. [45 CFR 164.504(e)(2)(iii)]. Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement if Business Associate has violated a material term of this Agreement and cure is not possible.
- b. **Judicial or Administrative Proceedings.** CE may terminate this Contract, effective immediately, if (i) Associate and Subcontractor is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Associate and Subcontractor has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Termination.** Upon termination of this Contract for any reason, Associate and Subcontractor shall, at the option of the CE, return or destroy all Protected Health Information that Associate and Subcontractor or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, Associate and Subcontractor shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR 164.504(e)(ii)(2)(I)] If CE elects destruction of the PHI, Associate and Subcontractor shall certify in writing to CE that such PHI has been destroyed.

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7. **Disclaimer.** CE makes no warranty or representation that compliance by Associate and Subcontractor with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate and Subcontractor's own purposes. Associate and Subcontractor are solely responsible for all decisions made by Associate and Subcontractor regarding the safeguarding of PHI.

8. **Certification.** To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate and Subcontractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE to the extent to which Associate and Subcontractor's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

9. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

10. **Amendment.**

a. ***Amendment to Comply with Law.*** *The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Contract may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate and Subcontractor that Associate and Subcontractor will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this agreement upon thirty (30) days written notice in the event (i) Associate and Subcontractor does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate and Subcontractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.*

11. **Assistance in Litigation or Administrative Proceedings.** Except as otherwise provided in the agreement, Associate and Subcontractor shall make itself and any subcontractors, employees or agents assisting Associate and Subcontractor in the performance of its obligations under this Contract, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Associate and Subcontractor or its subcontractor, employee or agent is a named adverse party.

12. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and Subcontractor and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. **Effect on Contract.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

14. **Interpretation.** The provisions of this Addendum shall prevail over any provision in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

15. **Governing Law.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of [insert appropriate jurisdiction], notwithstanding any conflict of interest rules that might otherwise apply.

16. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

17. **Enforceability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement.

18. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions of this Agreement.
19. **Independent Contractors.** In the performance of the duties and obligations of the parties pursuant to this Agreement, each of the parties shall at all times be acting and performing as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee, or partner, or joint venture, or principal and agent between the parties.
20. **The Agreement.** This Agreement, including any exhibits attached hereto, constitutes the entire Agreement among the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements or statements among the parties hereto, both oral and written, concerning the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by both parties. The parties agree to take such action as is necessary to amend this Agreement from time to time for the parties to comply with the requirements of the HIPAA Rules. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or delegate its rights, duties, or obligations under this Agreement, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

SUBCONTRACTOR

By: _____ By: _____ By: _____

Print Name: _____ Print Name: _____ Name: _____

Title: _____ Title: _____ Title: _____

Date: _____ Date: _____ Date: _____ ATTACHMENT A

HIPAA BUSINESS ASSOCIATE AND SUBCONTRACTOR ADDENDUM

If there are no additional terms, it is not necessary to use this Attachment. This Attachment may be executed after the parties have entered into the Addendum to reflect additional specifications relating to the use or disclosure of Protected Information.

This Attachment sets forth additional terms to the Addendum to the [FULL NAME OF AGREEMENT] ("Agreement") by and between CE and Associate and Subcontractor, dated _____, and is effective as of _____ (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2.a. of the Addendum, Associate and Subcontractor may use Protected Information as follows:

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2.b. of the Addendum, Associate and Subcontractor may use Protected Information as follows:

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate and Subcontractor shall receive Protected Information as follows:

4. **Receipt.** Associate and Subcontractor's receipt of Protected Information pursuant to the Agreement and Addendum shall be deemed to occur as follows, and Associate and Subcontractor's obligations under the Addendum shall commence with respect to such PHI upon such receipt:

5. **Additional Restrictions on Use of Data.** CE is a Business Associate and Subcontractor of certain other Covered Entities, and pursuant to such obligations of CE, Associate and Subcontractor shall comply with the following restrictions on the use and disclosure of Protected Information:

6. **Additional Terms.** *This Section may include specifications for disclosure format, method of transmission, use of intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, deidentification or re-identification of data and other additional terms.*

COVERED ENTITY

By: _____

Print Name: _____

Title: _____

Date: _____

ASSOCIATE AND SUBCONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____



Seneca Center Policy for Maintaining Client Chart Confidentiality

Federal Law (Family Educational and Privacy Act of 1974 and Education of the Handicapped Act, Part B, as amended by PI 94-142, Health Insurance Portability & Accountability Act of 1996 (HIPAA) PL104-191, including under this act the Standards for Privacy of Individually Identified Health Information 2001) states that access to all client information must be strictly limited to protect the privacy and civil rights of the client. It also mandates safeguards that health care providers must implement to ensure the privacy of health care information is protected. Written parental consent is required before client information may be shared with individuals outside of Seneca Center. Federal Law allows for the waiver of written parental consent in release of information only under very specific conditions (FERPA 99.31) including:

1. To education institutions/LEA school officials/teachers with legitimate educational interests.
2. To officials of another school/school system where a client seeks to enroll.
3. To accrediting organizations to carry out accrediting functions.
4. To parents of dependent clients ("dependent" meaning, in this case, minors in custody of state).
5. To comply with a judicial order or lawfully issued subpoena.
6. To appropriate parties in a health or safety emergency.

As part of meeting these objectives all client records are kept in the Administrative office area. These records may be signed out, but otherwise remain on agency/program grounds and may not be removed overnight. In order to access any client information an employee must first contact the case assistant or program assistant who will determine which staff have the appropriate permission to access the requested information. Once it is determined that an individual may be allowed access, the case assistant/program assistant will locate the chart which is housed in a locked cabinet, behind a locked room, in a locked facility. A signature is required on a sheet indicating who is reviewing the removed chart. This sheet is located by the file cabinets. At all times the client chart is updated to reflect the current location of the chart. At no time is a client chart left unattended in an exposed setting. Those individuals who have a key to the locked cabinet where the client charts are housed include the program assistant, case assistant, and medical coordinator.

In situations where charts must be removed from the premises due to audits, county requests or other offsite chart review activities, charts must be placed in a locked container and transported in the locked trunk of a vehicle. They may only be removed from the building immediately before the offsite activity and must be returned immediately after the offsite activity has concluded. Charts will never be offsite without the knowledge and approval of a Seneca Program and QA Supervisor. (There are times when the county will request charts for several days, if they are undergoing an audit.)

Upon discharge, a client's chart is reviewed to ensure all documentation and files are organized within the chart. All the documentation is then transferred to a secure envelope where it is sealed. Discharge files are housed in separate cabinet where they remain for a period of one full year after discharge. At the end of that year the discharge file has remained on site at the program, the file



Program: All programs agencywide
Author: Michael Alonso
Revisions by: Sandy Hobson
Approved By: Executive Team: 6/2013
Date Effective: 7/7/2013
Date Revised: 7/24/17

Digital Communications Policy

Policy: Digital Communications is a mode of delivering health care, mental health, and public health services utilizing information and communication technologies to facilitate consultation, diagnosis, treatment, education, care management, and self-management between clients and clinicians. For reasons of privacy, it is the practice of Seneca Family of Agencies which involve the handling of protected health information (PHI), to communicate with clients by e-mail, video or text message, or via distance treatment sites (via Telemedicine), **ONLY** with the client's prior consent, **AND** when the program has an identified need for one or more of these forms of electronic communication. Consent may be obtained verbally and witnessed by a Seneca employee, and whenever possible, in writing.

Procedure:

Appropriate use of digital communication:

Digital communication can augment active, in-person personal attendance and participation in treatment. In some programs, Digital Communications may actually occur primarily through digital or video means. It is not as immediate as phone communication and cannot be relied on in an emergency. There are risks related to confidentiality and privacy of communications

Digital Communications are appropriate for:

- Scheduling or rescheduling appointments
- Identifying issues for discussion in session
- Checking in, monitoring progress
- Requesting assistance, feedback or encouragement
- Completion of assignments between sessions
- Support in implementing changes which have been discussed in sessions (e.g. Safety Plan and Treatment Plans)

Digital communication is not appropriate for the following:

- Replacing attendance or participation in treatment sessions – unless enrolled in Telemedicine services
- When an immediate response is needed as in any emergency situation involving risk of harm to self or others

Benefits of Digital Communication:

- Opportunity and access to send messages at any time
- Opportunity to compose messages and responses thoughtfully
- Creates a record of communications for ongoing reference in treatment
- Allows communication about client progress and practice or application of skills between treatment sessions
- Some clients find that it may be easier to initially communicate some issues through digital means rather than face to face discussion

- Although the agency has protections in place for the privacy of phone, text, video and email communication, it is still possible that an accidental disclosure could occur:
 - Email messages may be sent but not received, or may be delivered to the wrong party
 - Email messages may be filtered out as “spam” or “junk”
 - Confidentiality may be breached by phone, text or email being intercepted by those not intended to receive it; or by errors in the address
 - Emails sent from the client or caregiver employer’s worksite are typically subject to review by the employer and cannot be considered confidential
- Email or other digital communication that discloses the potential for harm to the client or to another person, including child or dependent adult maltreatment concerns, cannot be kept confidential.
- Electronic communication may not be monitored regularly during the day and we cannot guarantee an immediate response. The telephone system must be used in an emergency.

Client Consent Considerations

- Clients are responsible for safeguarding the privacy of digital communications from access by others in their home environment; or from shared or public computers if applicable. A separate password protected email account is recommended.
- Client must acknowledge that email from work accounts, if applicable, is generally NOT CONFIDENTIAL from their employer and should not be used for any sensitive treatment information.
- Client must acknowledge that electronic communication is not to be used for any emergency or urgent communications; and agree to follow established emergency phone contact procedures if needed.
- Client must acknowledge that email messages will be kept as part of the treatment record.
- Client and treatment team will determine the appropriate use of electronic communication, and agree on the nature, volume and frequency of electronic communication which supports effective treatment.
- Client may revoke consent at any time.
- The agency reserves the right to cease the use of digital communication if it is deemed to be inappropriate or unsafe to continue.

Agency Responsibilities

- Seneca has policies and practices in place to safeguard the privacy of all client information whether written or in digital form.
- Seneca has established, and adheres to, confidentiality practices for all emails received by employees. These include staff training, privacy procedures, and password protected accounts, and secure encrypted email capacity.
- Seneca will obtain the written consent of all clients prior to the use of digital/electronic communication.
- Seneca will thoroughly assess the security features and the risks of any third party technology utilized in distance treatment before utilizing such technology.
- Seneca will ensure the security and maintenance of the equipment used for electronic communications. In circumstances in which technology complications prevent use of the electronic, Seneca will:
 - Immediately cease the use of the technology
 - Identify and implement an alternative mode of communication until the failed technology is replaced or repaired.



EXHBIT F

NOTICE OF PRIVACY PRACTICES**Effective 7.31.2017**

THIS NOTICE DESCRIBES HOW MEDICAL AND MENTAL HEALTH INFORMATION ABOUT YOU AND/OR YOUR CHILD MAY BE USED AND DISCLOSED AND HOW YOU CAN GAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact: Director, QA Department at (510) 777-5300.

WHO WILL FOLLOW THIS NOTICE

This notice describes Seneca's privacy practices and that of:

- Any health care professional authorized to enter information into your chart.
- All departments and units of Seneca Family of Agencies.
- Any member of a volunteer group we allow to help you while you are in Seneca Family of Agencies.
- All employees, staff and other Seneca Family of Agencies personnel.

Seneca Family of Agencies has programs providing School-Based, Community-Based, Crisis, Foster care, Adoption and Residential services throughout California and Washington. All of these entities, sites and locations follow the terms of this notice. In addition, these entities, sites and locations may share medical information with each other for treatment, payment, or health care operations purposes described in this notice.

Seneca Family of Agencies provides residential, mental health, and medical services in a variety of locations and settings. All client care is overseen and supervised by appropriate mental health and medical providers and followed by a team of mental health care professionals. Social Work Interns and graduate students may participate in assessments or therapy in the care of clients.

Our Pledge Regarding You and/or Your Child's Medical and Mental Health Information

Seneca Family of Agencies is committed to protecting mental health and medical information about you and/or your child. We understand that medical information about you and your health is personal. We create a record of the care and services you receive at the Seneca Family of Agencies. We need this record to provide you with quality care and to comply with certain legal requirements. **This Notice applies to all of the records in your designated record set by Seneca Family of Agencies.**

This Notice tells you about the ways in which we may use and disclose mental health and medical information about you and/or your child. It also describes your rights and certain obligations we have regarding the use and disclosure of you and/or your child's mental health and medical information.

We are required by law to:

- Make sure that each client's mental health and medical information is protected (with certain exceptions);
- Give you this Notice describing our legal duties and privacy practices with respect to mental health and medical information about our clients; and
- Follow the terms of the Notice that is currently in effect.

How We May Use and Disclose Mental Health and Medical Information About Our Clients

The following sections describe different ways that we may use and disclose our client's mental health and medical information. For each category of uses or disclosures we will explain what we mean and give some examples. Not every use

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or disclosure will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the following categories. Some information such as certain drug and alcohol information, HIV information, and mental health information is entitled to special restrictions related to its use and disclosure. Seneca Family of Agencies abides by all applicable state and federal laws related to the protection of this information and will only use and disclose protected health information on a need to know basis.

For Treatment. We may use mental health and medical information about our clients to provide them with mental health and medical treatment or services. We may disclose mental health and medical information about you and/or your child to therapists, social workers, doctors, nurses or other Seneca Family of Agencies personnel who are involved in taking care of you and/or your child at the Seneca Family of Agencies. We may also share medical information about you and/or your child with other Seneca Family of Agencies personnel or non- Seneca Family of Agencies providers, agencies or facilities in order to provide or coordinate the different things you and/or your child needs such as appointments and lab work. For example, a psychiatrist treating you and/or your child may need to know about certain behavior changes so that medications can be adjusted. In addition, the nurse may need to tell the kitchen about a child's diabetes so that appropriate meals can be prepared. We may also disclose mental health and medical information about you and/or your child to people outside Seneca Family of Agencies who may be involved in the continuing care after you and/or your child leaves Seneca Family of Agencies such as other health care providers, community agencies and family members.

For Payment. We may use and disclose mental health and medical information about you and/or your child so the treatment and services you and/or your child receives from Seneca Family of Agencies or from other entities such as an ambulance company, may be billed to and payment may be collected. For example, we may need to give your Health Plan information to a hospital if your child requires emergency treatment. We may also tell your health plan or mental health payer about a proposed treatment in order to obtain prior approval or determine whether your payer or health plan will cover the treatment.

For Health Care Operations. We may use and disclose mental health and medical information about you and/or your child for Seneca Family of Agencies operations. These uses and disclosures are necessary to run the agency and make sure that all of our clients receive quality care. For example, we may use mental health information to review our treatment and services and to evaluate the performance of our staff in caring for you and/or your child. You and/or your child's mental health and medical information may also be used or disclosed to comply with law and regulation, for contractual obligations, client's claims, grievances or lawsuits, health care contracting, legal services, business planning and development, business management and administration, underwriting and other insurance activities and to operate the agency. We may also disclose information to therapists, clinicians, nurses, and other agency personnel for quality improvement and educational purposes. We may remove information that identifies you and/or your child from this set of medical or mental health information so others may use it to study mental health care delivery without learning who the clients are.

Appointment Reminders. We may use and disclose medical information to contact you and/or your child as a reminder that you have an appointment for treatment.

Treatment Alternatives. We may use and disclose medical or mental health information to tell you about or recommend possible treatment options or alternatives which may be of interest to you and your child.

Health-Related Benefits and Services. We may use and disclose medical or mental health information to tell you about our services which may be of interest to you and/or your child.

Fundraising Activities. While unlikely, it is possible that in very rare occasions, Seneca Family of Agencies may use information about you to contact you in an effort to support Seneca Family of Agencies and its operations. If you do not want the Seneca Family of Agencies to contact you for fundraising efforts, you may notify us in writing: Coordinator QA, 15942 Foothill Blvd., San Leandro, CA 94578.

Research. Under certain circumstances, we may use and disclose medical information about you for research purposes. For example, a research project may involve comparing the health and recovery of all clients who received one type of treatment to those who received another, for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with clients' need for privacy of their medical information. Before we use or disclose medical information for research,

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES

The following uses and disclosures of your Protected Health Information will be made only with your written authorization:

- Uses and disclosures of Protected Health Information for marketing purposes; and
- Disclosures that constitute a sale of your Protected Health Information

Other uses and disclosures of Protected Health Information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Officer and we will no longer disclose Protected Health Information under the authorization. But disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

Individuals Involved in Care or Payment for You and/or Your Child's Care: We will not release medical or mental health information about you and/or your child to a friend or family member without your prior consent. Without the authorized representative's consent, we will not release the client's family or friends of the client's condition and that the client is at Seneca Family of Agencies.

We may disclose medical or mental health information about you and/or your child to an entity assisting in a disaster relief effort so that your child's family can be notified of their condition, status and location.

As Required by Law: We will disclose mental health and medical information about you and/or your child when required to do so by federal, state or local law.

To Avert a Serious Threat to Health or Safety: We may use and disclose mental health and medical information about you and/or your child when necessary to prevent or lessen a serious and imminent threat to you and/or your child's health and safety or the health and safety of other clients, the public or another person. Any disclosure would be to someone able to help stop or reduce the threat.

SPECIAL SITUATIONS

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

Data Breach Notification Purposes. We may use or disclose your Protected Health Information to provide legally required notices of unauthorized access to or disclosure of your health information.

Runaways. In the event of a runaway, police may be called and given information about the client to help secure their safe return. This information might include such client information as a physical description, photographs, medication regimen, family names & contact information, and emotional/behavioral history.

Coroners, Medical Examiners and Funeral Directors. In the unlikely event of a client death, information will be disclosed to Coroners & Medical Examiners as required by law. We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Protective Services for the President and Others. We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

Worker's Compensation. We may release medical information about you for worker's compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose medical information about you and/or your child for public health purposes. These purposes generally include the following:

- Preventing or controlling disease (such as influenza or hepatitis), injury or disability;
 - To report births and deaths
 - Reporting child abuse or neglect; abuse or neglect of elders and dependent adults;
 - Notifying a person who have been exposed to a disease or may be at risk of contracting or spreading a disease or condition;
 - Notifying the appropriate government authority if we believe a client has been the victim of abuse, neglect or domestic violence and make this disclosure as authorized or required by law.
 - To report reactions to medications or problems with products
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- To notify people of recalls of products they may be using.

Mental Health and Health Oversight Activities. We may disclose mental health and medical information to governmental, licensing auditing and accrediting agencies as authorized or required by law.

Lawsuits and Other Legal Actions. In connection with lawsuits or other legal proceedings, we may disclose mental health and medical information about you and/or your child in response to a court or administrative order, or in response to a subpoena, discovery request, warrant, summons, or other lawful process, or in order to obtain an order protecting the information requested.

Law Enforcement. If asked to do so by law enforcement, and as authorized or required by law, we may release mental health and medical information:

- To identify or locate a suspect, fugitive, material witness or missing person;
- About a suspected victim of a crime if, under certain limited circumstances, we are unable to obtain the client's representative's agreement;
- About criminal conduct at Seneca Family of Agencies;
- In case of a medical emergency, to report a crime and provide details of the crime, suspect, or victims;
- About a death we believe may be the result of criminal conduct;
- In response to a court order, subpoena, warrant, summons or similar process.

YOUR RIGHTS REGARDING MENTAL HEALTH AND MEDICAL INFORMATION ABOUT YOU AND/OR YOUR CHILD

You have the following rights regarding medical and mental health information we maintain about you and/or your child. **The rights of a minor rest with the minor's authorized representative.** This is usually a county placement worker or parent. However, in rare circumstances, the holder of rights can be the minor client if the client is emancipated or if the minor consented to treatment on their own.

USES AND DISCLOSURES THAT REQUIRE US TO GIVE YOU AN OPPORTUNITY TO AGREE OR OBJECT

Individuals Involved in Your Care or Payment for Your Care. Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your Protected Health Information that directly relates to

Disaster Relief. We may disclose your Protected Health Information to disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever it is practicable to do so.

Right to Inspect and Copy

You have the right to inspect and receive a copy of medical and certain mental health information that may be used to make decisions about the care of you and/or your child. Usually, this includes medical and billing records, but may not include some mental health information. This does not include psychotherapy notes. This may not include information that was not created by Seneca Family of Agencies.

To inspect and copy medical information that may be used to make decisions about the care of you and/or your child, you must submit your request in writing by completing the Seneca Authorization Form. You can obtain this form at our program sites or by contacting : QA Director at 510-777-5300. The completed form must be submitted to QA Director Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578.

If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain limited circumstances, especially around mental health treatment and therapy notes. If you are denied access to medical or mental health information, you may request that the denial be reviewed. Another licensed mental health or medical professional chosen by the agency will review your request and the denial. The person conducting the review will not be the person who denied your first request. We will comply with the outcome of the review.

Mental Health treatment information is subject to different laws for disclosure in California and Washington and that the conditions described above may not apply to Mental Health treatment information about you and/or your child.

Right to an Electronic Copy of Electronic Medical Records. If your Protected Health Information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We will make every effort to provide access to your

Protected Health Information in the form or format you request, if it is readily producible in such form or format. If the Protected Health Information is not readily producible in the form or format you request your record will be provided in either our standard electronic format or if you do not want this form or format, a readable hard copy form. We may charge you a reasonable, cost-based fee for the labor associated with transmitting the electronic medical record.

Right to Request an Amendment or Addendum

If you feel that medical or certain mental health information we have about you and/or your child is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the agency. To request an amendment, your request must be made in writing using the Request to Amend form. This form is available on each program site and by contacting QA Director at 510-777-5300. The completed form must be submitted to QA Director Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;

- Is not part of the medical or mental health information kept by or for the agency; or Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Even if we deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of you and/or your child's medical or mental health record we will attach it to your records and include it whenever we make a disclosure of the item or statement you believe to be incomplete or incorrect.

Right to an Accounting of Disclosures

You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical or mental health information about you and/or your child other than our own uses for treatment, payment and health care operations, (as those functions are described above) and with other expectations pursuant to the law.

To request this list of accounting of disclosures, you must submit a written request to: QA Director at 510777- 5300. The completed form must be submitted to QA Director, Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions

You have the right to request a restriction or limitation on the medical or mental health information we use or disclose about you and/or your child for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in you and/or your child's care or the payment for you and/or your child's care like a family member or friend. For example, you could ask that we not use or disclose information about a surgery your child had.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you and/or your child's emergency treatment.

To request restrictions, you must make your request in writing to QA Director at 510-777-5300. The completed form must be submitted to QA Director Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Out-of-Pocket-Payments. If you paid out-of-pocket (or in other words, you have requested that we not bill your health plan) in full for a specific item or service, you have the right to ask that your Protected Health Information with respect to that item or service not be disclosed to a health plan for purposes of payment or health care operations, and we will honor that request.

Right to Request Confidential Communications

You have the right to request that we communicate with you about you and/or your child's medical or mental health matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to Coordinator QA Department at 510-317-1446 ext. 251. The completed form must be submitted to Coordinator, QA, Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

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You have a right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice you may write to us at: Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. You may also obtain a notice at our website:
www.senecacenter.org

Right to Get Notice of a Breach

You have the right to be notified upon a breach of any of your unsecured Protected Health Information. Breach notification will occur in compliance with state and federal regulations. When more than 500 individuals are impacted by the breach, additional notifications to state and federal entities and prominent media outlets will be completed.

Changes to this Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical or mental health information we already have about you and/or your child as well as any information we receive in the future. We will post a copy of the current notice in the agency. The notice will contain on the first page, in the **top right-hand corner, the effective date**. In addition, each time you and/or your child is registered or admitted to the agency for treatment we will offer a copy of the current notice in effect.

Complaints

If you believe you or your child's privacy rights have been violated, you may file a complaint with the agency or with the Secretary of the Department of Health and Human Services. To file a complaint with the agency, contact: QA Director at 510-777-5300. All complaints must be submitted in writing to QA Director Seneca Center, 15942 Foothill Blvd., San Leandro, CA 94578. **You will not be penalized for filing a complaint.**

OTHER USES OF MENTAL HEALTH AND MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical or mental health information about you and/or your child, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical or mental health information about you or your child for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we will retain our records of the care provided to you as required by law.